

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
BIG LOTS, INC., <i>et al.</i> , ¹)	Case No. 24-11967 (JKS)
)	(Jointly Administered)
Debtors.)	
)	Related Documents No. 511 and 794

**CLOVER CORTEZ, LLC’S AMENDED OBJECTION TO CURE AMOUNT
AND TO ASSUMPTION AND ASSIGNMENT OF LEASE**

Clover Cortez, LLC (the “Landlord”), by its undersigned counsel, hereby amends (the “Amended Objection”) its *Objection to Cure Amount and to Assumption and Assignment of Lease* [Docket No. 794] (the “Cure Objection”). In support of the Amended Objection, Landlord states as follows:

Objection

1. The Landlord is the lessor of Big Lots’ location #5171 (the “Lease”)², located at 5584 Cortez Road West, Bradenton, FL 34210 (the “Premises”) to Big Lot Stores, Inc., predecessor in interest to debtor Big Lots Stores, LLC (“Big Lots”). On September 9, 2025, Big Lots and certain affiliated entities (the “Debtors”) each filed a voluntary petition for relief pursuant to Chapter 11 of the Bankruptcy Code.

2. Landlord filed the Cure Objection on November 24, 2024. In the Cure Objection,

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin Granville Road, Columbus, OH 43081.

² A copy of the Lease is attached as Exhibit A.

Landlord asserted that Big Lots must pay to Landlord at least \$108,873.81 (the “Cure Amount”) to cure all defaults under Lease. The Cure Amount consisted of (i) \$17,249.47 for unpaid rent for September 2024, (ii) \$37,944.34 for unpaid and underpaid common area maintenance (“CAM”) charges for the period from January 2022 through the Petition Date,³ and (iii) an estimated amount of \$53,680.00⁴ for repairing damage to the roof of the Premises caused by Hurricane Milton in October 2024. Landlord also objected to Big Lots’ or its assignee’s ability to provide adequate assurance of future performance under the Lease.

3. Big Lots has failed to perform certain of its obligations under the Lease since the Petition Date. Specifically, Big Lots has continued to underpay its CAM obligations from the Petition Date through the date hereof in the total amount of \$10,491.39. In addition, Big Lots is required to maintain the HVAC system in good working order as required by Section 7 of the Lease. On January 10, 2025, Landlord gave notice to Big Lots of multiple failures to maintain the HVAC system, as required by the lease. Big Lots did not complete the repairs within the 30-day cure period provided in Section 19.A of the Lease. Landlord received an estimate that it will cost \$71,175 to repair the HVAC issues. Accordingly, Big Lots must pay at least \$166,497.49 to cure all defaults under the Lease as follows:

- \$38,244.10 for unpaid rent and CAM charges through September 8, 2024;

³ Big Lots has serially underpaid the monthly CAM amount due dating back to January 2022. On August 15, 2024, Big Lots submitted a detailed report to the Landlord explaining the underpayment rationale, which was thoroughly reviewed by the Landlord and rejected because it lacked any merit. Despite the Landlord’s conclusion, Big Lots has continued this behavior throughout the Chapter 11 process.

⁴ Pursuant to Section 12 of the Lease, Big Lots is required to maintain insurance on the Premises. After numerous attempts by Landlord to get Big Lots to file an insurance claim for damages to the roof caused by Hurricane Milton, Big Lots claimed to have ordered an adjustor to come out and inspect the roof. Big Lots has since been evasive on this topic and have not communicated with Landlord whether they ultimately filed a claim or not. Landlord caused all repairs to be made to prevent further damage to the building. The actual cost to repair the roof was \$46,587.

- \$10,491.39 underpaid CAM charges since the Petition Date;
- \$46,587 to reimburse the Landlord for an insurable repair claim for material damage to the roof of the Premises caused by Hurricane Milton; and
- \$71,175 (estimated) to repair the HVAC system.

Reservation of Rights

Landlord expressly reserves the right to supplement and/or amend this Amended Objection, including, without limitation, the right to assert additional cure amounts as a result of further defaults under the Lease, to object to the language of any order authorizing the assumption or assumption and assignment of the Lease, and to assert objections to the ability to provide adequate assurance of future performance.

Conclusion

WHEREFORE, Landlord, through undersigned counsel, respectfully request that the Court enter an Order granting Landlord an allowed Big Lots must pay to Landlord at least \$166,497.49 to cure all defaults under the Lease as set forth above and for such other relief as is just and proper under the circumstances.

Dated: February 26, 2025
Wilmington, DE

SULLIVAN · HAZELTINE · ALLINSON LLC

/s/ William A. Hazeltine

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